

**BRANCH INTERMEDIATE SCHOOL DISTRICT
EMPLOYMENT CONTRACT - SUPERINTENDENT OF SCHOOLS**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the June 26, 2019 meeting minutes of the **Board of Education** (“Board”) of the **Branch Intermediate School District** (“ISD”), the Board employs **Kristine Jenkins** (“Superintendent”) according to the terms and conditions of this Contract as specifically described below.

1. **Term.** The Superintendent is employed for a three (3) year period from July 1, 2019 through June 30, 2022 subject to extension, non-renewal, and termination as provided in this Contract.

2. **Contract Extension.** On or before April 1 of each Contract year, the Board shall review this Contract with the Superintendent and take official action determining whether to extend the Contract for an additional year. The Board shall notify the Superintendent of its action no later than April 1. If the Board takes no action by April 1, the Contract shall extend for an additional Contract year. By March 1 of each year, the Superintendent shall, in writing, advise the Board of its duties under this provision.

3. **Qualifications.** The Superintendent represents that she possesses and will maintain through the term of this Contract all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of continued employment, the Superintendent shall meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction
- B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further obligation under its terms.

4. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

- A. The Superintendent acknowledges the ultimate authority of the Board as to her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- B. The Superintendent will devote her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.

- C. The Superintendent will comply with and fulfill all responsibilities and tasks for which she is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
- D. The Superintendent will use her best efforts to maintain and improve the quality of ISD operations and to constantly promote efficiency in all areas of her responsibility.

5. **Compensation.** The Superintendent's annual salary for the 2019-2020 Contract year shall be One Hundred Thirty Thousand Nine Hundred Forty Two Dollars (\$130,942) in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Said salary is based on Step 2 of the attached Administrative Salary Schedule for the Superintendent.

- A. The Superintendent's annual salary is based on 240 workdays in the Contract year, inclusive of the ISD's legal holidays. There are no paid vacation days.
- B. The Superintendent's annual salary shall be in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period of July 1 – June 30.
- C. The Board retains the right to additionally increase the Superintendent's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.
- D. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.
- E. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.

6. **Schedule of Administrative Compensation & Fringe Benefits.** Unless expressly stated to the contrary in this Contract, the Superintendent shall receive all compensation and benefits identified in the Schedule of Administrative Compensation & Fringe Benefits, which is attached. It is expressly understood that the Schedule's use of the term "Administrator/Coordinator" includes the Superintendent. If there is any conflict between language in this Contract and the Schedule of Administrative Compensation & Fringe Benefits, this Contract shall control, unless the parties otherwise mutually agree. Any change to the attached Schedule of Administrative Compensation & Fringe Benefits during the term of this Contract shall be consistent with this Contract, unless the parties otherwise mutually agree.

7. **Tax-Deferred Annuity.** The Board shall contribute an amount equal to Nine Percent (9%) of the Superintendent's base salary to a 403b annuity designated by the Superintendent from a list of eligible programs available through the ISD's 403b Plan. The Board shall remit this contribution on a bi-weekly basis at the rate of 1/26th of the annual total.

8. **Business Expenses.** Consistent with Board Policy, the Board will reimburse the Superintendent for all reasonable and necessary business-related expenses resulting from the performance of her duties as Superintendent, including travel, meals, and lodging in accordance with the ISD's per diem expense and reimbursement procedures. The Superintendent shall present an itemized account of these expenses in the manner determined by the Board.

- A. Mileage, for both in and out of county, shall be reimbursed at the current per mile rate as established by the business office and in accordance with established procedures.
- B. The Superintendent shall receive a monthly payment of One Hundred Twenty Dollars (\$120.00) for mobile telecommunications expenses.

9. **Professional Meetings and Conferences.** The Board shall permit a reasonable amount of time for the Superintendent to attend such professional programs and pay for the necessary registration fees, travel, and subsistence expenses, as approved by the Board, and in accordance with Board policy.

10. **Professional Dues.** The Board will pay the Superintendent's dues in professional organizations at the local, state, and national levels per established by Board policy.

11. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and her eligible dependents for the following insurance programs, subject to possible modification as stated in ¶ 12 below.

- A. Subject to Paragraph B., the Board shall pay the premiums for up to full-family medical, full-family dental, and disability insurance for the Superintendent on the same basis as premiums paid for full-time professional administrative staff during the term of this Contract.
- B. The Board's contribution toward the premium for health insurance and prescription drug coverage shall not exceed the statutory limit necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Any premium amount exceeding the statutory limitation shall be payroll-deducted from the Superintendent's compensation.
- C. Term life insurance in an amount equal to double the Superintendent's annual base salary.

12. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in ¶ 11, if comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board is not required to remit premiums for any insurance coverage for the Superintendent and her eligible dependents if the insurance underwriter, policyholder, or third-party administrator denies enrollment or coverage.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility,

coverage, termination of coverage, and other related matters.

- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability as to insurance benefits.

13. **Medical Examination.** In addition to the biennial comprehensive medical examination referenced in the Schedule of Administrative Compensation & Fringe Benefits, the Superintendent shall submit to such medical examinations (including drug or alcohol tests), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Further, the Board may require the Superintendent to submit to a comprehensive medical examination on an annual basis and shall submit to the Board President a statement from the examining physician about the Superintendent's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).
- B. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).
- C. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
- D. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- E. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.

14. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board, at least annually. This evaluation process shall comply with Section 1249b of the Revised School Code (or its successor provision), using multiple rating categories that take into account student growth data as a significant factor. See MCL 380.1249b.

15. **Assignment.** The Superintendent is subject to assignment and transfer to another administrative position of employment with the ISD at the Board's discretion. In the event of such assignment/transfer, the Superintendent's salary and other benefits shall be those as stated in this Contract, or as such other terms that may be mutually agreed by the Superintendent and the Board.

16. **Tenure Exclusion.** The Superintendent is not deemed to have been granted tenure in the administrative position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher pursuant to the Michigan Teachers' Tenure Act.

17. **Resignation Notice.** The Superintendent shall provide a minimum of ninety (90) days written notice of resignation to the Board.

18. **Termination.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract when the Board determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other basis that constitutes just cause.

- A. The foregoing standard for termination of this Contract during its term does not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and is governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a fair hearing before the Board no sooner than ten (10) days after written notice of the charges. This hearing shall be public or private at the Superintendent's option. The Superintendent may have legal counsel attend this hearing, at the Superintendent's expense.
- C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

19. **Arbitration.** If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Superintendent is waiving her right to adjudicate

discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Branch County Circuit Court.


20. **Limitations.** The Superintendent agrees that any claim or suit arising out of her employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court will enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.


21. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

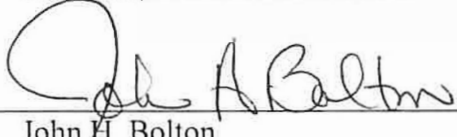
- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

22. **Voidability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

23. **Authorization.** This Contract is executed on behalf of the ISD pursuant to the authority contained in the Board resolution adopted on June 26, 2019, the same being incorporated herein by reference.

Dated: June 26, 2019 By: 
Superintendent,
Kristine Jenkins

Dated: June 26, 2019 By: 
Kenneth L. Norton
President, Board of Education

Dated: June 26, 2019 By: 
John H. Bolton
Secretary, Board of Education

SCHEDULE OF ADMINISTRATIVE COMPENSATION and FRINGE BENEFITS

403(b) Tax Sheltered Annuity

The Board shall pay for a Section 403(b) tax-sheltered annuity as remuneration for services performed, according to the following:

Superintendent	9% of salary
Directors/Business Manager	\$140 for 26 pays
Supervisors/Asst. Supervisors	\$140 for 26 pays
Coordinators (≥ 1.55 factor)	\$130 for 26 pays
Coordinators (< 1.55 factor)	\$60 for 26 pays

Annual Leave Days (ALD) and Sick Leave

Administrator/Coordinators shall be entitled to eleven annual leave days. Those employed after the beginning of the school year, or those with extended contracts, shall have annual leave days prorated based on the rate of one (1) for each contract month.

Annual leave days may be taken for the following reasons and subject to the following conditions:

1. Annual leave days, for other than personal illness, shall not be taken the day prior to or following a scheduled holiday or vacation period unless on an emergency basis. Leave days for other than personal illness will not be granted on the first and last day of the school year unless on an emergency basis.
2. Annual leave of more than two consecutive working days, for other than personal illness, must be submitted in writing to the Superintendent at least five (5) working days in advance, except in emergency situations. Use is subject to Superintendent approval and is non-grievable.

The appropriate number of days shall be credited on the first day of employment.

At the end of the contract year, unused annual leave days shall become sick leave days. The total number of annual leave days and accumulated sick leave days shall not exceed sixty (60) days. Short/Long Term Disability must be utilized upon eligibility. All sick days must be verified and approved by the Superintendent or his/her designee. Sick leave is primarily for sickness of the Administrator/Coordinator, however, it is allowable to be used for illness of the household, and critical illness of a mother, father, or adult children which requires personal attention and is justified to the satisfaction of the Superintendent.

Funeral Leave

Necessary time requiring the employee's involvement, but no more than five (5) working days may be granted to the Administrator/Coordinator for a funeral or other bereavement related business of the immediate family, which includes and is limited to: child, stepchild, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, grandparents, grandparents-in-law, grandchild, guardian, son-in-law, daughter-in-law, and surrogate parents who can be substantiated. The terms mother, father, mother-in-law, and father-in-law, as used in reference to funeral leave, shall be interpreted to be inclusive of step relationships. The term grandparent, as used in reference to funeral leave, shall be interpreted to be inclusive of great-grandparents and great-great-grandparents. The five (5) working days may be nonconsecutive. The five (5) working days must be used within a thirty (30) day period from the date of the death. At the discretion of the Superintendent, an extension of the thirty (30) day period from the date of the death, may be granted. Additional bereavement leave may be granted at the discretion of the Superintendent beyond the five (5) working days, but such leave shall be deducted from accumulated ALD/sick time. The Administrator/Coordinator must make application for such leave on the approved form, and receive approval of their supervisor. Absence due to the death of other than the immediate family will be treated as an annual leave day request.

Holidays

In contracts where the number of work days are specified to be “inclusive of Branch Intermediate School District’s designated legal holidays,” these holidays shall be the following: Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Day, New Year’s Day, Good Friday (unless classes are being held), and Memorial Day.

There will be two additional paid holidays, one associated with each of Christmas and New Year’s according to the published schedule.

Insurance Coverage

During the term of this contract, the Board shall provide paid premiums up to full family dental, health, and long-term disability insurance. The Board shall provide and pay premiums for term life insurance for the Administrator/Coordinator in an amount equal to double his/her salary. Effective July 1, 2012, the Administrator/Coordinator covered by the district’s health insurance will be subject to the health insurance hard cap requirements of Public Act 152 of 2011 and required to pay an amount per month calculated by the Board to bring the district into compliance with the health insurance hard cap requirement through payroll deduction, on a pre-tax basis using the section 125 cafeteria plan.

Employees must provide proof of alternate health insurance coverage to qualify for cash-in-lieu of health insurance. Under the Flexible Benefit Plan, the Bargaining Unit Member may elect one of the following:

- Option 1: No Health Insurance
 ADN Dental Plan
 Cash incentives established by Board annually

- Option 2: No Health Insurance
 No Dental Insurance
 Cash incentive established by Board annually

Jury Duty

Leaves for jury duty will be paid at the regular rate of pay. Employee will be responsible for reimbursing the district for the juror fee (not mileage) received for jury duty.

Longevity

Effective July 1, 2011 the following annual longevity payment will be paid to the Administrator/Coordinator:

- \$300/year for 16 to 19 years of service with Branch ISD
- \$600/year for 20 to 24 years of service with Branch ISD
- \$900/year for 25 or more years of service with Branch ISD

Medical Examination

The Administrator/Coordinator does hereby agree to have a comprehensive medical examination biennially. After completion of all physical examinations required under this program, the Administrator/Coordinator must certify to the Superintendent that the physical examination has been completed. The cost of the examination shall be borne by the District.

Professional Development Activities

Within budget limits, administrative personnel will attend conferences, conventions, seminars, and workshops approved by their immediate supervisor. These activities may provide CEU's (Continuing Education Units).

In addition to these activities, the Board may provide limited released time and/or reimburse administrative employees for professional development. Such release time and/or professional development costs will not exceed the cost of six (6) semester hours of college credit per individual within a period of five (5) years. Full cost of tuition and fees at Michigan public institutions of higher education will be eligible for reimbursement. Private school tuition and out-of-state tuition may not be reimbursed in full, but shall be compared to in-state public resident tuition and fees by the Business Office and reduced to similar amounts. Established procedures, including obtaining prior approval, must be followed.

Severance Compensation

If the Administrator/Coordinator leaves the employment of the Board with fifteen (15) years or more of employment with the Board, the Board shall pay for any unused accumulated sick leave, not to exceed 30 days, at the time of termination, at a rate of 50% of his/her daily rate which is in effect immediately prior to termination. A year is defined as the employment time with Branch ISD necessary to acquire one year of service credit under the rules of the Michigan Public School Retirement System, and specifically excludes any purchased years of service. Leaves of absence are not counted towards accumulation of employment time.

Travel Compensation

Unless specified otherwise in an administrator's individual contract, travel required for job related responsibilities or approved conferences shall be reimbursed at the current per mile rate as established by the business office and in accordance with established procedures.

Voluntary 403(b) Participation

The Board, at the request of the Administrator/Coordinator and in accordance with Law, shall withhold and transfer an amount of salary to be determined by the Administrator/Coordinator, and permit the Administrator/Coordinator to participate if he/she so desires, in a 403(b) program of his/her choosing.

Revised 3/27/18